IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO WESTERN DIVISION

UNITED STATES OF AMERICA Plaintiff))) CASE NO: C-1-01-330
vs.) CASE NO: C-1-01-330
JOMAR DAVID HINESMON,)) JUDGE DLOTT
SSN: XXX-XX-9149 Defendant,)))
and)
PPD Development, LP,)
Garnishee.)

AGREED FINAL ORDER IN GARNISHMENT

The parties, the United States of America by its representative the United States Attorney for the Southern District of Ohio, Defendant, Jomar David Hinesmon, and Garnishee, PPD Development, LP, agree and stipulate that:

- This debt arises from a Civil Judgment entered in favor of the Plaintiff against Defendant 1. in Civil Action No. C-1-01-330. The amount of said judgment debt that remains unpaid and due and owing is: \$7,429.34 (\$7,298.36 principal and \$130.98 interest) as of February 10, 2006, with additional interest accruing thereafter at the rate of 3.560 percent per annum.
 - 2. Defendant's last known address is: 5477 Bahama Terrace, Cincinnati, OH 45223.
- 3. The Garnishee is believed to have in its possession, custody or control, property of the Defendant in the form of wages and/or bonuses paid to the Defendant.

4. The name and address of the Garnishee or its authorized agent is:

PPD Development, LP 3151 South 17th St. Attn: Janice Sims or Elaine Benkovich Wilmington, NC 28412

- 5. The Defendant waives service of an Application for a Writ of Continuing Garnishment Pursuant to §3205 of the Federal Debt Collection Procedures Act, 28 U.S.C. §3205, and further waives his right to a hearing under §3205 of the Federal Debt Collection Procedures Act, 28 U.S.C. §3205 and any other process to which the Defendant may be entitled under the Act.
- 6. The Garnishee waives service of an Application for a Writ of Continuing Garnishment pursuant to §3205 of the Federal Debt Collection Procedures Act, 28 U.S.C §3205 and further waives its right to answer and waives being heard in this matter and any other process to which the Garnishee may be entitled under the Act.
- 7. The Defendant agrees and stipulates that his wages and/or bonuses are subject to garnishment and expressly agrees and stipulates that the entry of a Final Order in Garnishment is proper.
- 8. The parties therefore agree and stipulate to the entry of a Final Order in Garnishment against all non-exempt wages and/or bonuses of the Defendant, Jomar David Hinesmon. It is expressly agreed and stipulated to by the parties that the Garnishee, PPD Development, LP, shall pay into the hands of the United States Attorney, bi-weekly \$100.00 of Defendant's disposable income from wages and/or bonuses.
- 9. The parties further agree and stipulate that these sums are to be applied upon the judgment rendered in this cause in the sum of \$6,961.14, upon which there is an unpaid balance of \$7,429.34. These deductions are to continue until the unpaid balance is fully paid and satisfied, or until the Garnishee no longer has custody, possession or control of any property belonging to the Defendant, or until further Order of this Court.

10. Garnishment checks should be made payable to:

U.S. Department of Justice

and mailed to:

U.S. Attorney's Office 303 Marconi Boulevard Suite 200 - FLU Columbus, Ohio 43215

11. This Order shall take effect immediately.

Respectfully submitted,

GREGORY G. LOCKHART

United States Attorney

DEBORAH F. SANDERS (0043575)

Assistant United States Attorney

303 Marconi Boulevard

Suite 200

Columbus, Ohio 43215

(614) 469-5715

JOMAR DAVID HINESMON, Defendant

5477 Bahama Terrace Cincinnati, OH 45223

PPD Development, LP, Garnishee

3151 South 17th St.

Wilmington, NC 28412

APPROVED AND SO ORDERED this

DATE